



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
DEP14999

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

RFQ COPY  
TYPE NAME/ADDRESS HERE

ENVIRONMENTAL PROTECTION  
DEPARTMENT OF  
OFFICE OF AML&R  
601 57TH STREET SE  
CHARLESTON, WV  
25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/07/2010				

BID OPENING DATE: 06/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED TO DISTRIBUTE THE Q/A AND REVISED BID SCHEDULE FOR THE NORTHERN DISTRICT DRILLING SERVICES CONTRACT.						
BID OPENING DATE AND TIME EXTENDED FROM 06/09/10 TO 06/17/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-16		
DRILLING SERVICES FOR NORTHERN DISTRICT						
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**Requisition # DEP14999  
Addendum # 2  
5/28/10**

**AML Northern Drilling Open-End Contract**

**1 – What are the diameter sizes required for the piezometers, both aluminum and PVC?**

Response: Both are 2" diameter.

**2 – Is there a specification for the aluminum piezometers?**

Response: Schedule 40

**3 – Specifications state that hazardous samples are to be returned to the vendor for proper disposal. How is the vendor to be reimbursed for the disposal cost?**

Response: Add to Specifications : I – D – Hazardous Material Testing – Contractor will take samples and have samples analyzed per state and federal regulations. Cost for the testing will include pulling samples, transportation of samples to the lab and disposal of materials by the lab. The costs will be incidental to the quantity prices in the bid schedule. All results shall be submitted to DEP on a prompt basis.

**4 – Section III, C. Video Monitoring—What is this? The bid schedule lists 5 days for this—what is going on at that time?**

Response: Video Monitoring consists of inserting a down hole camera and light into core holes to video conditions underground.

**5 - What is the casing size for the camera used for video monitoring? It is normally 4", is that sufficient?**

Response: The camera needs to be capable of going down a 2" borehole.

**6 – Can DEP recommend or suggest some area laboratories that can perform all or most of the tests required by this contract. Vendor is being told by all the laboratories contacted that they can only perform one or two of the tests required under this contract.**

Response: No. The vendor is responsible for finding adequate laboratories. There are several in West Virginia and elsewhere.

**7 – Line item 15j calls for a "temperature probe reading", is this a lab or field test.**

Response: This is a field test.

**8 – Line Item 9 calls for 4,000 miles of big rig mob/demob (both ways). Does this reflect 2,000 miles there and 2,000 miles back or 4,000 miles there and 4,000 miles back?**

Response: This reflects 2,000 miles each way.

**9 – Discard the existing bid schedule and use the attached revised bid schedule.**

## REVISED PER ADDENDUM #2

Item No.	Quantity	Description	Unit Price	Amount
		<b>AML NORTHERN DRILLING OPEN-END CONTRACT</b> <b>DEP14999 - Addendum #2</b> <b>Revised Bid Schedule</b>  "The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable."		
1	3000 LF	SOIL BORINGS		\$
2	200 EA	SPLIT SPOON SAMPLES		\$
3	75 EA	SHELBY TUBE SAMPLES		\$
4	4000 LF	ROCK CORE BORING		\$
5	175 Hrs	PORTABLE DRILL UNIT (Winkie)		\$
6	1800 LF	PVC PIEZOMETER INSTALLATION		\$
7	400 LF	ALUMINUM PIEZOMETER INSTALLATION		\$
8	50 EA	CASING/LOCKS		\$
9	4000 Mi	MOBILIZATION/DEMOBILIZATION (per each Rig) BOTH WAYS		\$
10	300 Hrs	DOZER TIME FOR DIFFICULT ACCESS/RECLAMATION (CAT D-3 or equal)		\$
11	300 Hrs	BACKHOE TIME FOR TEST PITS/RECLAMATION (Komatsu PC120 or equal)		\$
12	150 LF	ROTARY DRILLING FOR VIDEO MONITORING		\$
13	150 LF	CASING FOR VIDEO MONITORING		\$
14	5 Days	VIDEO MONITORING		\$
15	300 Hrs	DRILLING SUPERVISOR		\$
16	300 Hrs	WATER TRUCK (minimum 500 gallons)		\$
17	10 EA	REVEGETATION (per job)		\$
18		<b>LABORATORY TESTS</b>		
a	10 EA	Moisture Content		\$
b	10 EA	Atterberg Plastic Limit		\$
c	10 EA	Atterberg Liquid Limit		\$
d	10 EA	Sieve Analysis with No. 200 Wash		\$
e	10 EA	Sieve Analysis without No. 200 Wash		\$
f	10 EA	Hydrometer Analysis		\$
g	10 EA	Unconfined Compression		\$
h	10 EA	In Place Density		\$
i	10 EA	Standard Proctor Compaction		\$
j	20 EA	Temperature Probe Reading		\$
k	10 EA	Float Sink Analysis (with various specific gravities)		\$
l	10 EA	% Ash		\$
m	10 EA	% Volatiles		\$
n	10 EA	% Fixed Carbon		\$
o	10 EA	% Sulphur		\$
p	10 EA	BTU		\$

## REVISED PER ADDENDUM #2

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT		
19		TRIAXIAL COMPRESSION OR DIRECT SHEAR		
a	5 EA	Unconsolidated Undrained		\$
b	5 EA	Consolidated Undrained		\$
c	5 EA	Consolidated Drained		\$
d	5 EA	Sodium Sulfate Soundness Test ASTM C88		\$
20		MISCELLANEOUS SERVICES		
a	5 EA	(1) acid-base account		\$
b	5 EA	(2) nutrients		\$
c	10 EA	(3) PH (field)		\$
d	10 EA	(4) PH (lab)		\$
e	500 Mi	(5) Mobilization/De-Mobilization Haz-Mat Testing (One Way Only)		\$
f	10 EA	(6) Asbestos		\$
g	10 EA	(7) Total Petroleum Hydrocarbons		\$
h	10 EA	(8) BETX		\$
i	10 EA	(9) PCB's		\$
		TOTAL		\$

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.